



# A few things you need to know

**Gas Supply Standard Form Contract**  
Terms and Conditions

Feb 2023



**alinta**energy

**Alinta Sales Pty Ltd trading as Alinta Energy ABN: 92 089 531 984**

**Address: PO Box 8348 PERTH BC, WA 6849**

**Email: customer.services@alintaenergy.com.au**

**Phone: 13 13 58**

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**Signature of customer**

**Date**

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**Name of customer**

**Notice if this is an unsolicited consumer agreement**

Guidelines about whether this is an unsolicited consumer agreement are set out on the following page.

**Important notice to the customer**

You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement.

Details about your additional rights to cancel this agreement and how you can cancel the agreement are set out in clause 31.

**Please retain this document for your records.**

## **Information about unsolicited consumer agreements**

The Australian Consumer Law sets out when an agreement is an “unsolicited consumer agreement”. If you would like more information about unsolicited consumer agreements, you should contact the Australian Competition and Consumer Commission. If you would like advice about whether your agreement with Alinta Energy is an unsolicited consumer agreement, you should speak to a lawyer.

For your information, we have set out the following guidelines about when an agreement may be an unsolicited consumer agreement.

### **Guidelines about when your agreement with Alinta Energy may be an unsolicited consumer agreement**

- 1) This agreement may be an unsolicited consumer agreement if it is made as a result of negotiations between you and Alinta Energy:
  - [a] in each other’s presence at a place other than Alinta Energy’s business or trade premises or by telephone; and
  - [b] you did not invite Alinta Energy to come to that place, or to make a telephone call, for the purposes of entering into negotiations relating to the supply of the goods or services supplied under this agreement (whether or not you made such an invitation in relation to a different supply).
- 2) You are not a consumer, and this agreement is not an unsolicited consumer agreement, if you acquired the goods, or held yourself out as acquiring the goods:
  - [a] for the purpose of re-supply; or
  - [b] for the purpose of using them up or transforming them, in trade or commerce:
    - [i] in the course of a process of production or manufacture; or
    - [ii] in the course of repairing or treating other goods or fixtures on land.
- 3) The Australian Consumer Law and the regulations supporting it set out other circumstances in which an agreement may be an unsolicited consumer agreement and also provide a number of exceptions and further detail relating to the above information.

## **Welcome**

### **A new way with energy**

At Alinta Energy, we're doing things differently. We're going right back to basics. Making energy really simple. The way it should be – more helpful, more transparent and more informative. Innovative energy plans. Offers that make sense. Better ways to do business. Phone calls answered promptly. Questions answered in a straightforward way. Bills explained in real terms.

### **An understanding**

Over the years we've learnt a lot from our customers. We've learnt a lot about people too. We know that Australians are doing it tough, so we're here to help. We're committed to making energy more affordable, for all Australians.

### **A better way with energy**

Our challenge and commitment is to make energy more affordable. You'll likely find us more straightforward and easier to deal with than many other energy retailers. Whether it's getting through to us promptly on the phone or being able to smooth your energy account payments in monthly instalments.

### **Enjoy the Alinta Energy difference!**

## How to contact the Alinta Energy team

### Registered office address

Level 13, Grosvenor Place, 225 George Street SYDNEY NSW 2000

### Business address

Level 18, Raine Square, 300 Murray Street PERTH WA 6000

### Postal address

PO Box 8348  
PERTH BC, WA 6849

### Telephone

13 13 58

Monday to Friday from 8am to 6pm and Saturdays from 8am to 12pm WST.

(Local call fee from anywhere in WA excluding mobiles).

### Interstate

1800 677 945

### Overseas

+61 8 9210 2005

### E-mail

[customer.services@alintaenergy.com.au](mailto:customer.services@alintaenergy.com.au)

### Emergency telephone number (network operator)

13 13 52

(24 hours a day, 7 days a week)

### Privacy Officer

[privacy@alintaenergy.com.au](mailto:privacy@alintaenergy.com.au)

### Website

[alintaenergy.com.au](http://alintaenergy.com.au)

**Any changes to our contact details will be published.**

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## **1 What these terms and conditions are about**

These are the terms and conditions of the legally binding contract for us to sell you gas at the supply address, and for you to pay us for that gas.

Subject to all relevant laws, these terms and conditions set out our rights and obligations and your rights and obligations regarding that sale.

A list of defined terms can be found in clause 30.1.

## **2 We will sell you gas**

### **2.1 Gas supply**

We will sell you gas on these terms and conditions and arrange for the supply of gas to the supply address by the network operator.

### **2.2 Service standards**

We will sell gas to you in accordance with the standards of service set out in relevant regulations and relevant codes.

## **3 Prices you will pay**

### **3.1 You must pay us the standard price**

You must pay us the standard price for gas we sell to you under the contract.

### **3.2 What are the standard prices?**

There are two types of standard price: a residential price and a non-residential price.

In addition, there is a different residential price and non-residential price for each of:

- [a] the Coastal area (this extends from Geraldton to Busselton and includes Perth);
- [b] the Albany area; and
- [c] the Kalgoorlie-Boulder area.

The standard price includes a fixed component and a usage component that consists of a number of "steps", where the cost of gas changes depending on how much gas you use.

The fixed component and the steps of the usage component will be listed when we publish the standard price.

The standard price will be no more than the maximum price permitted by the Gas Tariffs Regulations.



### **3.3 Which standard price do you pay?**

Your bill will show which price you are paying.

Unless you qualify to pay the residential price, you must pay the non-residential price.

To qualify to pay the residential price, the supply address must be a dwelling and you must use your gas only for residential use.

Under the Gas Tariffs Regulations, the residential price will be payable for a supply address which is not a dwelling if the gas supplied to the supply address is separately metered and is solely for residential use.

We can decide whether you qualify to pay the residential price.

### **3.4 If you are paying the residential price, you must not use gas for a non-residential use**

If you are paying the residential price, you must not use gas for any non-residential use (for example, in a business or for commercial purposes) without giving us reasonable notice.

We can apply the non-residential price to you from the time you use gas for a non-residential use.

If you don't give us reasonable notice of a non-residential use, we can backdate the non-residential price to the start of the non-residential use (up to a maximum of 12 months).

### **3.5 You must also pay fees**

You must pay any fees which apply to you, in addition to the standard price.

We can charge you the following fees:

- [a] account establishment;
- [b] credit card payment;
- [c] dishonour (see clause 7.3);
- [d] account service;
- [e] meter testing (see clause 5.3);
- [f] overdue notice (see clause 7.3);
- [g] meter reading (see clause 5.2);
- [h] turning off your gas in some circumstances (see clauses 21.1, 21.2, 21.4 and 21.7);
- [i] turning your gas back on in some circumstances (see clauses 21.1, 21.2, 21.4 and 21.7);
- [j] removing or physically disconnecting the meter (see clause 23);
- [k] replacing or physically reconnecting the meter (see

clause 23);

- [l] gas connection works services; and
- [m] other non-standard connection costs.

We can charge other fees as well. If we charge a fee not listed in this clause, we will publish it.

### **3.6 We can change the standard prices and the fees**

We can:

- [a] change the standard price from time to time (in accordance with the Gas Tariffs Regulations); and
- [b] change, add, or remove fees.

When we do so, we will publish the changed price or fee and the date from which the change commences.

## **4 The term of this contract**

### **4.1 When this contract begins**

This contract begins on the earlier of:

- [a] the day that you start using gas at the supply address, where we are financially responsible for selling gas to the supply address in accordance with relevant regulations and relevant codes; and
- [b] the day that you accept our offer, whether you do this by:
  - [i] signing our offer form;
  - [ii] verbally accepting an offer made over the telephone; or
  - [iii] accepting our offer electronically.

### **4.2 When we start selling you gas**

You must pay us for gas from:

- [a] the day you start using gas at the supply address, where we are financially responsible for selling gas to the supply address (this is known as a "deemed contract"); or
- [b] if you have accepted our offer, when:
  - [i] we are satisfied with your eligibility for our offer;
  - [ii] we are satisfied with your creditworthiness;
  - [iii] you have provided us with acceptable identification (see clause 16.3);
  - [iv] the cooling-off period has expired (where applicable);
  - [v] the supply address has its own meter with a unique identifier;

- [vi] we have become financially responsible for selling gas to the supply address; and
- [vii] gas is turned on at the supply address.

### **4.3 When this contract ends**

This contract continues until either you end the contract (see clause 25.1) or we end the contract (see clause 25.2).

## **5 How we calculate the amount of gas you have used**

### **5.1 Measuring gas**

The meter measures the volume of gas you use, but we will bill you according to the amount of energy in gas you use.

Because gas is a naturally occurring substance, the amount of energy in a given volume of gas, called the "heating value", changes from time to time.

The network operator measures the heating value of gas at a number of places on the gas network, and we use those measurements to calculate the heating value of the gas you use. Then, we use that calculated heating value to convert the meter's volume reading (measured in cubic metres or cubic feet) into an energy value, measured in units.

We may also calculate consumption through the measurement of gas from a master meter and utilise other measurement devices to calculate bills for individual usage of gas (where required).

### **5.2 Meter reading**

We or the network operator will read the meter at the supply address:

- [a] approximately once every three [3] months; and
- [b] at least once every 12 months.

You must provide us or the network operator with safe and unrestricted access to your meter to perform the meter reading.

You can request a special meter reading, which involves your meter being read outside of this regular schedule. However, we can charge you an additional meter reading fee for this.

The reading on your meter is conclusive evidence of the volume of gas you have used, unless there is a metering inaccuracy.

If the network operator finds that the meter is inaccurately measuring the volume of gas you use, we can arrange for the meter to be changed. There is no fee for this change.

Where we or the network operator are unable to read the meter (for example because you have not given access to the meter) we may request you perform a customer meter read in order for us to prepare your bill.

### **5.3 You can ask for a meter test**

You can ask to have your meter tested to ensure it is measuring accurately in accordance with relevant regulations and relevant codes.

If you request a meter test, you must pay a meter testing fee.

If your meter is not measuring accurately:

- [a] we will refund the meter testing fee to you;
- [b] the network operator will decide whether the meter needs to be repaired or replaced; and
- [c] we will deal with any undercharging or overcharging caused by the inaccurate meter (see clause 8).

There is no fee for having an inaccurate meter repaired or replaced unless you have damaged or interfered with the network equipment.

We will try to respond to your request for a meter test within seven [7] business days.

### **5.4 We can base your bill on estimates of your gas use**

If we don't have an actual meter reading in time to prepare your bill (for example, if it wasn't possible to access your meter to read it), we can estimate the volume of gas you have used based on either:

- [a] your prior billing history; or
- [b] if you have no prior billing history, our estimate of the average gas use:
  - [i] at the price you are paying;
  - [ii] for your type of meter; or
  - [iii] at the supply address.

If we use estimates in your bill:

- [c] we will say on your bill that we have done so;
- [d] the estimates will be calculated using the methods set out in the relevant regulations and relevant codes; and
- [e] except in the case of a final bill, we will adjust your bill if an actual meter reading subsequently becomes available.

If we use estimates in your bill because it wasn't possible to access your meter and later you request us to replace your bill with a bill based upon an actual meter reading, we will do so if you:

- [f] allow access to your meter; and
- [g] pay us the relevant meter reading fee.

Wherever the contract refers to a meter reading, it includes an estimation under this clause.

## **6 How we will bill you**

### **6.1 When bills are issued**

We will issue you with a bill at least once every 105 days, unless we agree to a longer billing period with you.

We can change how often we bill you, but it will be no more than once a month. We will give you notice before we place you on a shortened billing cycle (see clause 7.3).

### **6.2 Bill contents**

Unless you agree otherwise with us, each bill will include the information prescribed by relevant regulations and relevant codes.

We will itemise prices, fees, charges and any adjustments separately on each bill.

### **6.3 How bills are issued**

We will issue your bill to the address you nominate to us for this purpose, which can be:

- [a] the supply address;
- [b] your postal address; or
- [c] your email address, in which case you will receive an electronic bill ("E-bill") from us.

If you have not nominated an address for billing purposes and you have provided us with your email address, we will send your bill to your email address.

## **7 Paying your bill**

### **7.1 You must pay your bill**

For each bill, you must pay the full amount payable by the due date shown on your bill, unless we have agreed a different date with you.

We will give you options as to how you can pay your bill. Your bill will show the payment options available, which may include:

- [a] paying in person at a payment outlet;
- [b] paying by cheque via mail;

- [c] paying by direct debit;
- [d] paying by BPay;
- [e] for residential customers, paying by Centrepay; and
- [f] paying by credit card or debit card over the telephone and online.

We will not accept any alternative payment methods unless they have been agreed by us with you in writing.

If you are unable to pay your bill due to illness or absence, you may request to pay your bill in advance (see clause 7.8) or redirect your bill to another address.

## **7.2 Instalment payments**

If you are paying the residential price, you may request to pay your bill by instalments:

- [a] in advance towards your next bill;
- [b] for amounts you owe to us (including any relevant fees); and
- [c] for continuing gas use.

If you are having trouble paying your bills, we may offer you an instalment plan or other payment options (see clause 7.4).

## **7.3 If you do not pay your bill**

If you do not pay the full amount payable by the due date on your bill, we can:

- [a] charge you interest on the amount you haven't paid (see clause 7.7);
- [b] charge you a fee for each overdue account notice we send to you;
- [c] shorten your billing cycle, which means you may have to pay your bills more frequently. Once on a shortened billing cycle, if you pay three consecutive bills by the due date, you can request to be placed back on your original billing cycle; and
- [d] turn off your gas (see clause 20.1).

If you pay by cheque and the cheque is dishonoured or reversed (these are often called "bounced"), and as a result we have to pay bank charges, you must:

- [e] reimburse us for those charges; and
- [f] pay us a dishonour fee.

## **7.4 If you are having trouble paying**

If you are having trouble paying your bills, you should let us know as soon as possible. Our contact details can be found at the front of this document and are included on each bill.

If you are paying the residential price, within five [5] business days of you informing us that you are having trouble paying your bill, we will assess your situation and if we consider that you are experiencing payment difficulties or financial hardship, we will offer you:

- [a] an instalment plan that is interest-free and fee-free (see clause 7.5); or
- [b] additional time to pay your bill.

If we cannot make the assessment within five [5] business days, we will refer you to a relevant consumer representative to make the assessment.

We will temporarily suspend all disconnection and debt recovery procedures for at least 15 business days if you:

- [c] inform us that you are experiencing payment problems;
- [d] request us to temporarily suspend all disconnection and debt recovery procedures; and
- [e] can demonstrate to us that you have made an appointment with a relevant customer representative organisation to assess your capacity to pay.

If you are paying the non-residential price, we may offer you alternative payment arrangements.

## **7.5 Financial hardship**

If you are assessed as being in financial hardship, we will offer you a personalised payment instalment plan to assist you keep your gas connected, which we will agree with you in writing.

The instalment plan we offer you will be fair and reasonable and take into account your capacity to pay and consumption history.

If you have had two [2] instalment plans cancelled due to non-payment in the previous 12 months, we do not have to offer you another instalment plan unless we are satisfied that you will comply with the instalment plan.

## **7.6 Debt recovery**

If you haven't paid your bill in full after we have sent you two [2] overdue notices, we can refer your debt to a debt collection agency.

If we do, you must pay the agency's fees and any reasonable legal costs we incur in recovering your debt.

We will not commence proceedings to recover your debt if you:

- [a] have advised us that you are experiencing payment problems and we have not complied with our obligations to assess you for payment difficulties or financial hardship;
- [b] are assessed as having payment difficulties or financial hardship and we have not offered you additional time to pay or an alternative payment arrangement; or
- [c] continue to make the required payments under an alternative payment arrangement agreed by us with you in writing.

### **7.7. Interest rate**

The interest rate you pay on amounts you have not paid us will be the standard interest rate we publish for customers paying the standard price.

We can change the standard interest rate from time to time, and when we do, we will publish the change.

The interest rate will be three [3] percentage points above the quoted rate for a one [1] month bank bill quoted by one of the Commonwealth Bank of Australia, Australia and New Zealand Banking Group Limited or National Australia Bank Limited.

### **7.8. Payments in advance**

If you request, you can make payments to us in advance.

We can determine the maximum credit amount that your account may be in credit, which will be no less than \$100. We will publish this maximum credit amount on our website.

If your account is in credit for an amount exceeding the maximum credit amount, we can refund the excess amount to you at any time.

## **8 If we undercharge or overcharge you**

### **8.1 Undercharging**

If we undercharge you because of an error, including a meter error, then we can ask you to make a correcting payment, but:

- [a] the correcting payment will be limited to the amount undercharged in the 12 months before the date on which we notify you that an undercharging has occurred;
- [b] we will show the correcting payment as a separate item on your bill, with an explanation; and



- [c] we will not charge you interest on the correcting payment.

You can pay the correcting payment by instalments (see clause 7.2).

Clause 21.7 explains what happens if we undercharge you because of fraud, or because you have breached the contract (for example, by bypassing the meter).

## 8.2 Overcharging

If we overcharge you then:

- [a] if the amount overcharged is less than \$100, we will credit the amount to your account; or
- [b] if the amount overcharged is \$100 or more, we will do our best to tell you within 10 business days after we become aware of the overcharge and ask whether we should:
  - [i] credit your account; or
  - [ii] make a payment to you.

If we receive your instructions under [b] within five [5] business days, we will pay the amount in accordance with your instructions within 12 business days of receiving those instructions, otherwise we will do our best to credit the amount to your account.

If you owe a debt to us and you are paying the residential price, provided you are not experiencing payment difficulties or financial hardship we may, with written notice, use the amount to set off the debt owed by you to us.

## 9 Communicating with you

We will send any notices or information under this contract to you by electronic means, using the details that you have provided to us.

If we cannot deliver communications to you by electronic means, or if we know that you are not able to receive things by electronic means, then we may send those communications to you by other means, including by post.

## 10 Information available to you

We publish general information relevant to the sale of gas by us on our website.

If you request it, we will provide you, at no charge, with:

- [a] the *Energy Coordination (Customer Contracts) Regulations 2004* or any relevant regulations and relevant codes;

- [b] the fees and prices payable under the contract;
- [c] information about how you can use energy more efficiently;
- [d] your billing data for the previous two [2] years (you may also request billing data for the period prior to this time subject to a reasonable charge);
- [e] contact details for finding information about government assistance programs or financial counselling services;
- [f] information about our complaints handling process and how to contact the Energy Ombudsman if you are not satisfied with our handling of your complaint (see clause 13);
- [g] our Privacy Policy;
- [h] a copy of the contract; or
- [i] a copy of our hardship policy.

## **11 Things you must tell us**

You must tell us as soon as possible if:

- [a] there is a change in the person responsible for paying your bills;
- [b] there is a change to your billing address or contact details;
- [c] you change the way you use gas (for example, if you are paying the residential price and wish to use gas for a non-residential use);
- [d] you change something at the supply address which makes our access to the meter more difficult;
- [e] you are planning a change to your equipment which might affect the quality or safety of any gas supply to you or anyone else; or
- [f] you become aware of any gas leak or other problem with the network equipment at, or reasonably close to, the supply address.

## **12 Things you must not do**

You must not:

- [a] tamper with or bypass or otherwise interfere with the meter or allow anyone else to do so; or
- [b] without our prior permission, turn your gas back on at the meter if it has been turned off by us or the network operator.

## 13 Complaints

You may make a complaint to us about anything we have done or have failed to do.

We will manage any complaint made by you in accordance with our complaints handling process, relevant regulations and relevant codes.

If we receive a written complaint from you, we will:

- [a] acknowledge your complaint within 10 business days; and
- [b] respond to your complaint by addressing the matters in the complaint within 20 business days.

If you are not satisfied with our response, you can raise the complaint to a higher level within our organisation.

If you are not satisfied with our handling of your complaint, you may refer the complaint to the Energy Ombudsman.

## 14 Network equipment and your equipment

The network operator is responsible for providing, installing and maintaining the network equipment at the supply address.

All equipment located after (or 'downstream of') the point where gas leaves the meter at the supply address that is used to transport, control or consume gas is your equipment .

You must:

- [a] inspect and look after your equipment;
- [b] keep your equipment in good working order and good condition;
- [c] not let anyone other than a certified gas installer work on your equipment;
- [d] protect network equipment from damage and interference; and
- [e] not use gas in a way that interferes with network equipment or with the supply of gas to anyone else, or in a way that causes loss to anyone else.

## 15 You must allow access to the supply address

You must let us or the network operator have safe and unrestricted access to the supply address when we or the network operator need it:

- [a] to read the meter;
- [b] to inspect or work on any network equipment;

- [c] to turn your gas supply off or on;
- [d] to inspect your equipment (although we are under no obligation to do so); or
- [e] for any other reason having to do with the contract.

We or the network operator must give you notice as required by relevant regulations and relevant codes before coming onto the supply address, except:

- [f] for a routine meter reading or meter replacement;
- [g] in an emergency; or
- [h] if we suspect gas is being used illegally at the supply address (for example, if we suspect that you are bypassing your meter).

A person coming onto the supply address on our behalf must display official identification that they are our agent.

## **16 Moving into the supply address**

### **16.1 New gas connection**

You must apply to us before we will sell gas to you at a supply address without an existing connection. We do not have to sell gas to you unless:

- [a] adequate gas supply is available (at the required volume and pressure) at the boundary of the supply address;
- [b] your equipment complies with relevant regulations and relevant codes;
- [c] any notices of installation or completion concerning your equipment is provided by you to us if we request it;
- [d] a meter is installed at the supply address and available for our use and you let us or the network operator (as applicable) have access to the supply address under clause 15; and
- [e] any other requirements under relevant regulations and relevant codes are met.

If the above conditions are met, we will do our best to arrange for the network operator to connect you to a new gas connection at the supply address within 20 business days or at another time agreed with you, where:

- [f] you have applied (in person, by telephone or in writing) and provided us with acceptable identification (see clause 16.3);
- [g] if the supply address is a rental property and you are the tenant, you have provided us with the contact details of the property's owner or agent;

- [h] you have agreed to pay all relevant prices and fees;
- [i] you have provided us with contact details for billing;
- [j] if you are paying the non-residential price, you have provided a security deposit if we have required it (see clause 17);
- [k] you have no outstanding debt relating to the sale of gas by us (other than debt which is either the subject of a dispute or for which we have agreed to an alternative payment arrangement with you);
- [l] you have arranged for us to be provided with any notices and other information that we have requested; and
- [m] you have let us or the network operator (as applicable) have access to the supply address under clause 15.

We will charge you for gas used at the supply address from the date gas is connected to the meter installed at the supply address.

## **16.2 Existing gas connection**

You must apply to us before we will sell gas to you at a supply address with an existing connection. We do not have to sell gas to you unless:

- [a] adequate gas supply is available (at the required volume and pressure) at the boundary of the supply address;
- [b] your equipment complies with relevant regulations and relevant codes;
- [c] a meter is installed at the supply address and available for our use and you let us or the network operator (as applicable) have access to the supply address under clause 15; and
- [d] any other requirements under relevant regulations and relevant codes are met.

If the above conditions are met, we will, unless agreed otherwise with you, forward your connection request to the network operator where:

- [e] you have applied (in person, by telephone or in writing) before 3pm on a business day, that same day, or the next business day if the request is received by us after 3pm or on a Saturday, Sunday or public holiday;
- [f] you have provided us with acceptable identification (see clause 16.3);
- [g] if the supply address is a rental property and you are the tenant, you have provided us with contact details of the property's owner or agent;

- [h] you have agreed to pay all relevant prices and fees;
- [i] you have provided us with contact details for billing;
- [j] if you are paying the non-residential price, you have provided a security deposit if we have required it (see clause 17);
- [k] you have no outstanding debt relating to the sale of gas by us (other than debt which is the subject of a dispute or for which we have agreed an alternative payment arrangement with you);
- [l] you have arranged for us to be provided with any notices and other information that we have requested; and
- [m] you have let us or the network operator (as applicable) have access to the supply address under clause 15.

We will do our best to arrange for you to be connected in accordance with the standards maintained by the network operator.

We can ask you to pay for all gas used at the supply address since the final meter reading for the previous customer was taken (see clause 16).

If we did not do a final meter reading on the day the previous customer moved out, we will estimate how much gas you used and how much the previous customer used. We will try to share the cost of gas between you and the previous customer so that:

- [n] you and the previous customer each pay a fair share; and
- [o] we don't overcharge or undercharge you.

### **16.3. Acceptable identification**

We can require you to provide us with acceptable identification before we will sell gas to you at the supply address.

If you are paying the residential price, we can ask you to provide us with a copy of:

- [a] your driver's licence;
- [b] your current passport;
- [c] your pensioner concession card or other entitlement card issued by or on behalf of the Commonwealth or a State or Territory;
- [d] your birth certificate; or
- [e] another form of photographic evidence acceptable to us.

If you are paying the non-residential price, we can ask you to provide us with a copy of:

- [f] any of the forms of identification in [a]–[e] for at least one [1] of the individuals who conducts your business or enterprise, if you are a sole trader or a partnership comprising individuals;
- [g] the Australian Company Number (ACN) or Australian Business Number (ABN) of each body corporate, if you are a body corporate or a partnership comprising bodies corporate; or
- [h] any of the forms of identification in [a]–[e] for at least one [1] of the individuals who conducts your business or enterprise and the Australian Company Number (ACN) or Australian Business Number (ABN) of each body corporate, if you are a partnership comprising one [1] or more individuals and one [1] or more bodies corporate.

## 17 Security deposits

### 17.1. We may ask you to pay a security deposit

If you are paying the non-residential price, we can ask you to provide us with a security deposit at the time you ask us to sell gas to you under this contract and at any time during the term of this contract.

We will only ask you to pay a security deposit where:

- [a] you owe us an amount in relation to the sale of gas at any supply address, unless you have disputed the bill relating to that amount and the bill is subject to a review by us or you have made a complaint to the Energy Ombudsman concerning the amount;
- [b] you do not have a satisfactory account payment record with us;
- [c] you do not have an acceptable credit history; or
- [d] within two [2] years before entering into the contract, you have fraudulently obtained supply or consumed gas intentionally and unlawfully and your gas has been turned off in accordance with clause 21.7 under the contract or a previous contract.

If we ask, you must:

- [e] give us permission to investigate your credit history; and
- [f] provide us with any information relevant to your credit history.

We will tell you the reason we have asked you to provide us with a security deposit and advise you of our complaints handling process and how to contact the Energy Ombudsman.

If we ask you to pay a security deposit and you fail to pay that security deposit in whole or in part we may, as relevant, turn off your supply, or refuse to turn on your supply.

### **17.2 Amount of a security deposit**

If we ask you to pay a security deposit, we will not ask you to pay an amount that is greater than 37.5% of your estimated bills over a 12-month period, based on:

- [a] your billing data; or
- [b] the average consumption of gas by a similar customer over a comparable 12-month period.

If we ask you to pay a security deposit, we will:

- [c] keep it in a separate trust account;
- [d] identify it separately in our accounting records; and
- [e] pay interest to you at the bank bill swap rate that accrues daily and is capitalised every 90 days unless paid.

### **17.3. Use of security deposit**

We will only use the security deposit (plus any accrued interest) in partial or in full to offset any amount you owe to us:

- [a] if you have failed to pay a bill resulting in gas being turned off at the supply address and you have no right to reconnection under this contract; or
- [b] if we have issued you a final bill because you ask us to turn gas off at the supply address or you transfer to another gas retailer.

Where we use the security deposit in accordance with this clause we will, within 10 business days:

- [c] provide you with a written statement of how it was used; and
- [d] repay the balance, together with any remaining interest, to you.

### **17.4. Repayment of security deposit**

Where you have provided a security deposit, we will repay the amount to you in accordance with your reasonable instructions, together with any accrued interest, within 10 business days after you:

- [a] have completed two [2] years of payment for the sale of gas by the due date of the relevant bills;
- [b] leave the supply address;
- [c] ask us to turn gas off at the supply address; or
- [d] transfer to another gas retailer.



If you do not give us reasonable instructions, we will, if [a] applies, apply the repayment to your next bill; otherwise, we will apply the repayment to your final bill.

## **18. Moving out of the supply address**

If you move out of the supply address you must give us:

- [a] at least three [3] business days' notice; and
- [b] an address where the final bill can be sent.

We will take a final meter reading and then issue you with a final bill.

If you give us at least three [3] business days' notice before you move out, we will not ask you to pay for gas supplied from the day you move out.

If you do not give us at least three [3] business days' notice before you move out, we can ask you to pay for gas used at the supply address for up to three [3] business days after you have notified us that you have moved out.

If you leave the supply address and a new customer enters into a contract for that supply address, you will not be required to pay for any gas supplied after the new customer becomes obliged to pay for gas.

If we do not read the meter on the day you move out, we will estimate how much gas you used and how much the next customer used (see clause 5.4). We will try to share the cost of gas between you and the next customer:

- [c] so that you and the next customer each pay a fair share; and
- [d] so that we don't overcharge or undercharge you.

## **19 If things happen beyond your control**

### **19.1. If things happen beyond your or our control**

You must pay your bill by the due date shown on the bill, even if something happens which is beyond your control.

If something beyond your control happens which makes you breach the contract:

- [a] you must tell us immediately; and
- [b] we may excuse that breach for as long as the thing beyond your control lasts.

## **19.2. If things happen beyond our control**

The sale of gas to you can be affected by events beyond our control. If something beyond our control happens which makes us unable to perform our obligations under the contract, you must excuse that failure for as long as the thing beyond our control lasts.

Because we don't operate the gas distribution network (see clause 29), one of the things which can happen beyond our control is that the network operator doesn't transport gas or read your meter as scheduled. We will use our contract with the network operator to try to make sure that this does not happen.

## **20. We can change these terms and conditions**

### **20.1. How we can change these terms and conditions**

We can change these terms and conditions without your consent, although before we can do this we must submit the changes for approval by the Economic Regulation Authority in accordance with the relevant regulations and relevant codes.

We will publish the changed terms and conditions. Unless otherwise stated, the terms and conditions will change on the published date.

### **20.2. If you don't like the changed terms and conditions**

If you don't agree to the changed terms and conditions of the contract, you can end the contract (see clause 25.1).

## **21 When your gas can be turned off and when it will be turned on again**

### **21.1 Unpaid bills**

We can turn off your gas (or arrange for the network operator to turn off your gas) if:

- [a] you haven't paid your bill for the supply address (or for any previous supply address) in full by the due date shown on the bill; and
- [b] we haven't agreed with you an alternative payment arrangement for the amount you owe us; or
- [c] we have agreed with you an alternative payment arrangement for the amount you owe us but you don't keep to that arrangement.

Your gas cannot be turned off if the unpaid amount of your bill:

- [d] is less than the amount approved and published by the Economic Regulation Authority in accordance with the relevant regulations and relevant codes and you have agreed with us to repay the amount outstanding;
- [e] if you are paying the residential price and have applied for a concession administered by us and a decision on the application has not yet been made;
- [f] doesn't relate to the sale of gas but relates to some other good or service; or
- [g] where you are paying the residential price and have been assessed as experiencing payment difficulties or financial hardship and we haven't provided you with information on the types of concessions available to you.

Before your gas can be turned off for non-payment of a bill, we will:

- [h] give you, in writing:
  - [i] a "reminder notice" at least 14 business days after the date the bill was issued, advising that payment is overdue and requiring you to pay by a specified date (which will be at least 20 business days after the date the bill was issued);
  - [ii] if you then fail to pay by the date specified in the reminder notice, a "disconnection warning" at least 22 business days after the date the bill was issued, requiring you to pay by a specified date (which will be at least 10 business days after the date of the disconnection warning); and
- [i] do our best to contact you face to face, or by telephone, post or electronic means to notify of the proposed disconnection.

We can charge you a fee for turning off (or arranging for the network operator to turn off) your gas.

If your gas is turned off for this reason and you either pay the amount due in full or agree to an alternative payment arrangement within 10 business days after your gas is turned off, we will turn your gas back on (or arrange for the network operator to turn your gas back on).

We can charge you a fee for turning your gas back on (or for arranging for the network operator to turn your gas back on).

## 21.2 Not allowing access to the meter

We can turn off your gas (or arrange for the network operator to turn off your gas) if you don't give us or the network operator safe and unrestricted access to the supply address to read the meter. Before your gas is turned off for this reason:

- [a] we or the network operator will try to access the meter to obtain a reading of the meter for the purposes of issuing at least three [3] consecutive bills;
- [b] each time we or the network operator cannot access the meter, we will give you, in writing, five [5] business days' notice:
  - [i] advising of the next date or timeframe of the scheduled meter reading at the supply address;
  - [ii] requesting access to the meter at the supply address for the purpose of the scheduled meter reading; and
  - [iii] advising you of our ability to turn off your gas if you fail to provide access to the meter;
- [c] we will give you a chance to give us or the network operator access by some other reasonable arrangements;
- [d] we will do our best to contact you face to face, or by telephone, post or electronic means to notify you of the proposed disconnection; and
- [e] we will give you, in writing, a disconnection warning with at least five [5] business days' notice advising you of our intention to turn off your gas.

We can charge you a fee for turning off your gas or arranging for the network operator to turn it off.

If your gas is turned off for this reason and you provide access to the meter within 10 business days after your gas is turned off, we will turn your gas back on (or arrange for the network operator to turn your gas back on) if you ask us to do so.

We can charge you a fee for turning your gas back on (or for arranging for the network operator to turn your gas back on).

## 21.3 Emergencies

We can turn off your gas (or arrange for the network operator to turn off your gas) without giving notice to you in an emergency, including an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person or which destroys or damages, or threatens to destroy or damage, any property.

In this case, you can get information on the nature of the emergency and an estimate of when gas supply is likely to be restored by contacting the network operator's 24-hour emergency telephone line.

We will do our best to restore your gas supply (or arrange for the network operator to restore your gas supply) as soon as possible after the emergency is over.

Nothing in the contract limits our statutory powers in relation to emergencies and safety.

#### **21.4 Health or safety reasons**

We can turn off your gas (or arrange for the network operator to turn off your gas) for health or safety reasons without giving notice to you, including for an event which in any way endangers or threatens to endanger the safety or health of any person or which destroys or damages, or threatens to destroy or damage, any property. This includes if you tamper with or bypass the meter or allow anyone else to do so (see clause 12).

If we are satisfied that you have fixed the problem, we will do our best to restore your gas supply (or arrange for the network operator to restore your gas supply) as soon as possible and in any case, within 20 business days after the situation has been rectified.

We can charge you fees for turning your gas off and back on again if the problem was your fault or was in your equipment.

#### **21.5 Legal requirement**

We can turn off your gas (or arrange for the network operator to turn off your gas) for a period of time without notice to you, if we are required by law to do so.

If we ask you to use less gas or stop using gas, you must do as we ask. In these circumstances, we will do our best to restore your gas (or arrange for the network operator to restore your gas) as soon as possible.

#### **21.6 Planned maintenance**

We can turn off or interrupt your gas (or arrange for the network operator to turn off or interrupt your gas) when it is necessary for the network operator to carry out work on the gas network. We will do our best to ensure that any interruptions are minimised. Subject to any relevant regulations and relevant codes, we will give you at least four [4] days' notice before interrupting or disconnecting your gas due to planned work on the gas network.

We will do our best to restore your gas (or arrange for the network operator to restore your gas) as soon as possible and in any case, within 20 business days after the situation has been rectified.

## 21.7 Unauthorised use of gas

We can turn off your gas (or arrange for the network operator to turn off your gas) if you:

- [a] commit a fraud relating to our sale of gas to you at the supply address; or
- [b] get gas supplied to the supply address:
  - [i] illegally;
  - [ii] in breach of the contract; or
  - [iii] in breach of relevant regulations or relevant codes.

We can charge you a fee for turning off your gas and we can ask you to pay any reasonable costs incurred in the process of turning off your gas.

In addition, we or the network operator can measure (or estimate if necessary) any units of gas which you haven't paid for and ask you to pay for those units.

If your gas is turned off for this reason and you stop obtaining your gas in the unauthorised way and pay all amounts owing to us within 10 business days after your gas is turned off, we will turn your gas back on (or arrange for the network operator to turn your gas back on) if you ask us to do so.

We can charge you a fee for turning your gas back on.

If we think you have used gas illegally, we can tell the Economic Regulation Authority, the Police, or other legal and regulatory authorities (as appropriate) and give them any information we have in relation to your illegal use.

## 22 When your gas cannot be turned off

Your gas cannot be turned off:

- [a] where you have provided us with a written statement from a medical practitioner that continued supply of gas is necessary to protect the health of a person living at the supply address and you have entered into a payment arrangement acceptable to us in relation to payment for gas supplied;
- [b] where you have agreed to an alternative payment arrangement (see clauses 7.2 and 7.5) and you have not deviated from this arrangement;
- [c] if you have made a complaint to us, or we are notified by the network operator, the Energy Ombudsman or another external dispute resolution body that there is a complaint, directly related to the reason for your gas being turned off, and the complaint remains unresolved;

- [d] if you are paying the residential price and have made an application for a government concession, rebate, subsidy or grant administered by us and the application has not been decided;
- [e] where the unpaid amount in your bill does not relate to the sale of gas but relates to some other good or service; or
- [f] during the following timeframes:
  - [i] after 3pm on Monday to Thursday; or
  - [ii] on a Friday, Saturday, Sunday, public holiday or on the business day before a public holiday.

The above do not restrict clauses 21.3, 21.4, 21.5 and 21.6.

## **23 Removing and disconnecting the meter**

Whenever your gas is turned off under the contract, we can remove the meter or physically disconnect the meter (or arrange for the network operator to do this), at the same time your gas is turned off, or at a later time.

We can charge you separate fees for turning off your gas and turning your gas back on, including for:

- [a] removing or physically disconnecting the meter; and
- [b] replacing or physically reconnecting the meter.

## **24 When your gas will be turned back on**

If your gas has been turned off because:

- [a] you failed to pay a bill (see clause 21.1);
- [b] you did not provide us or the network operator access to the meter (see clause 21.2)); or
- [c] you obtained gas in an unauthorised way (see clause 21.7)

we will arrange for the supply address to be reconnected subject to you:

- [d] making a request for reconnection;
- [e] paying the fee for reconnection and any amount you owe us, or we have agreed with you an alternative payment arrangement for the fee for reconnection and/or the amount you owe us; and
- [f] you have (as applicable) rectified the situation which caused your gas to be turned off in the first place.

We will forward your request for reconnection to the network operator:

- [g] that same day, if:
  - [i] the request is received by us before 3pm on a business day; or
  - [ii] if:
    - A. the request is received by us after 3pm on a business day and before the close of normal business hours; and
    - B. you pay the network operator's relevant after-hours reconnection fee;
- [h] no later than 3pm on the next business day, if the request is received by us:
  - [i] after 3pm on a business day and you haven't paid the relevant after-hours reconnection fee; or
  - [ii] on a Saturday, Sunday or public holiday.

## **25 Ending the contract**

### **25.1 You can end the contract**

You can end the contract at any time, but you must give us at least three [3] business days' notice of the day you want the contract to end (unless you transfer to another gas retailer under clause 25.4).

If this contract is an "unsolicited consumer agreement" as set out in the Australian Consumer Law, you can end the contract within the cooling-off period by giving us notice that you want the contract to end.

We will not sell you gas during the cooling-off period unless you request us to do so.

If you request us to sell you gas during the cooling-off period but end the contract during the cooling-off period, you must pay us for any gas supplied.

Clause 25.5 explains what happens when the contract ends.

### **25.2 We can end the contract**

Subject to all relevant laws, we can end the contract, or turn off your gas (or arrange for the network operator to turn off your gas) without giving notice to you if you:

- [a] become insolvent;
- [b] go into liquidation;
- [c] commit an act of bankruptcy; or



- [d] commit a substantial breach of the contract (for example, if you bypass your meter or allow gas delivered to the supply address to be used at another supply address).

Subject to clause 25.3, we can end the contract by giving you notice that the contract is ended (see clause 25.5).

### **25.3 When we cannot end the contract**

Other than if you commit a substantial breach of the contract (for example, if you bypass your meter or allow gas delivered to the supply address to be used at another supply address), we will not end the contract if you commit a breach of the contract unless we have:

- [a] a right to turn off supply under the contract, law, relevant regulations or relevant codes; and
- [b] turned off supply to all supply addresses covered by the contract.

### **25.4 When the contract ends**

If you enter into a different contract with us, this contract ends when the cooling-off period (as applicable) of the new contract ends.

If you enter into a contract with a different gas retailer, the contract ends when you have been transferred to the other gas retailer in accordance with the retail market rules.

Other than in circumstances included in clause 25.2, if your gas is turned off under the contract, the contract will not end until you no longer have any right to have your gas turned back on under the contract, law, relevant regulations or relevant codes.

### **25.5 What happens when the contract ends**

If either you or we end the contract, on the last day of the contract we will:

- [a] turn off your gas (or arrange for the network operator to turn off your gas); and
- [b] take (or arrange for the network operator to take) a final meter reading.

We will then issue you with a final bill.

Subject to relevant regulations and relevant codes, we can charge you a fee for turning off your gas (or having the network operator turn off your gas), taking (or having the network operator take) a final meter reading and issuing a final bill.

We can arrange for the network operator to remove any network equipment at any time after the contract ends and you must let the network operator have safe and unrestricted access to the supply address to enable it to do so.

If you wish to start buying gas from us again, you will need to apply for a new contract.

Ending the contract does not release you or us from an obligation (such as an obligation to pay bills) which arose before the contract ended.

## **26 Assigning the contract**

### **26.1. You must not assign the contract**

The contract is personal to you. You must not assign, transfer, subcontract or otherwise dispose of any of your rights or obligations under the contract unless we agree.

### **26.2. We can assign the contract**

We can assign the contract, without notice to you, to any person or company who we believe has reasonable commercial and technical capability to perform its obligations under the contract. If we do, we will tell you about the assignment, either before or as soon as is reasonably practicable after it happens.

## **27 Privacy**

Our Privacy Policy describes the steps we take to ensure that any personal information held by us about you is dealt with in a confidential manner.

A copy of our Privacy Policy is available on our website at [alintaenergy.com.au/privacy](http://alintaenergy.com.au/privacy), or you can request a physical copy which we can provide to you without charge.

If you have any questions about our Privacy Policy or how we handle your personal information, you can contact our Privacy Officer, whose details can be found at the front of this document.

## **28 Exclusion clause**

### **28.1. Consequential loss**

This clause means that you might not be able to get compensation from us for some losses you might suffer as a result of our actions. The effect of this clause may be limited by law, in which case it has effect only as far as the law allows.

To the fullest extent permitted by law, we will not in any circumstances be liable to you for indirect damage, including:

- [a] indirect loss;
- [b] consequential loss;

- [c] business interruption loss
- [d] lost profits;
- [e] loss of an opportunity; or
- [f] your liability to other people under contracts or otherwise.

## **28.2. No warranty**

The quality, continuity, reliability and other characteristics of your gas supply are subject to a variety of factors that are beyond our control as your retailer, such as accidents, emergencies, dangerous conditions, weather conditions, vandalism, system demand, the technical limitations of the gas distribution network, the location of your premises, interruptions for maintenance or repair, damage to the gas distribution network and the acts of other persons (such as the network operator), including at the direction of a relevant authority.

Unexpected fluctuations or interruptions in your gas supply may cause damage or loss to your equipment. We recommend you take steps to protect your equipment when these fluctuations or interruptions occur.

Under the Australian Consumer Law, you are entitled to certain consumer guarantees.

Other than as required by applicable laws, relevant regulations or relevant codes we:

- [a] give no condition, warranty or undertaking and make no representation to you about the condition or suitability of gas, its quality, fitness or safety other than those set out in this contract; and
- [b] are not liable for any loss, liability, claim or damage you may suffer because of gas we may sell you under this contract.

To the extent permitted by law, our liability under this contract for breach of implied conditions, warranties or undertakings is limited to:

- [c] providing equivalent goods or services (including gas) to the supply address; or
- [d] paying you the cost of replacing the goods (including gas) or acquiring other equivalent goods.

## 29 Network operator

Under this contract we agree to sell you gas, but we don't own or operate the gas distribution network. The gas distribution network is operated by the network operator, a separate company that physically supplies you with gas through its distribution network.

This contract does not cover the physical connection of the supply address to the gas distribution network, including network equipment, nor the maintenance of that physical connection and network equipment and the supply of gas to the supply address. This is the role of the network operator.

You acknowledge the network operator is responsible for:

- [a] connecting the supply address to its gas distribution network;
- [b] maintaining that physical connection;
- [c] supplying gas to the supply address; and
- [d] the quality, reliability and other characteristics of the gas.

Consequently, we are not responsible for the supply of gas to you and therefore, subject to any applicable consumer guarantees under the Australian Consumer Law, we are not liable for any loss, liability, claim or damage you suffer because of any failure, fluctuation or defect in the supply of gas to you by the network operator or because of any failure by the network operator to turn off or turn on your gas supply.

## 30 Interpretation

### 30.1 Definitions

In these terms and conditions, unless the contrary intention is shown:

**"acceptable identification"** means identification listed in clause 16.3;

**"Alinta Energy"** means Alinta Sales Pty Ltd (ABN 92 089 531 984) trading as Alinta Energy;

**"Australian Consumer Law"** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

**"bank bill swap rate"** means the Australian Stock Exchange Bank Bill Swap Rate (BBSW) having a term equal to or nearest to 90 days, as published on the first day of the relevant 90 day period referred to in clause 17.2;

**"business day"** means a day which is not a Saturday, Sunday or public holiday in Western Australia;

**"concession"** means a concession, rebate, subsidy or grant related to the supply of gas;

**“contract”** means the legally binding agreement between you and us, of which these are the terms and conditions;

**“cooling-off period”** means, if this is an “unsolicited consumer agreement” as set out in the Australian Consumer Law and

[i] if the agreement was negotiated by telephone – the period of 10 business days starting at the start of the first business day after the day on which you received a copy of this contract; or

[ii] if the agreement was not negotiated by telephone – the period of 10 business days starting at the start of the first business day after the day on which this agreement was made;

**“dwelling”** means a house, flat, home unit or other place of residence;

**“Economic Regulation Authority”** means the body established by the *Economic Regulation Authority Act 2003*;

**“electronic means”** means the internet, email, facsimile, SMS or other similar means but does not include telephone;

**“Energy Ombudsman”** means the scheme established under section 11ZPZ(1) of the *Energy Coordination Act 1994*;

**“fee”** means a charge other than the standard price;

**“financial hardship”** means a state of more than immediate financial disadvantage which results in a customer paying the residential price being unable to pay an outstanding amount as required by us without affecting the ability to meet basic living needs;

**“Gas Tariffs Regulations”** means the *Energy Coordination (Gas Tariffs) Regulations 2000* and the *Gas Corporation (Business Disposal) (Gas Tariffs) Regulations 2000*;

**“medical practitioner”** means a person registered under the *Health Practitioner Regulation National Law (WA) Act 2010* in the medical profession;

**“meter”** means the equipment installed at the supply address to measure the volume of gas you use (and includes the short lengths of gas pipe which protrude from the meter);

**“network equipment”** means equipment that is the property of the network operator, including the meter and any pipes, pressure regulators or other equipment used to transport, measure, or control gas for delivery to you, before (‘upstream of’) the point where gas leaves the meter;

**“network operator”** means the operator of the gas distribution network;

**“price”** means the charge for selling gas as determined from time to time and published by us, and can include a fixed component and a usage component;

**“public holiday”** means a public holiday in Western Australia;

**“publish”** means to publish a thing in the ways set out in clause 30.2;

**“relevant codes”** means any codes and standards applying to our sale of gas to you under the contract including (as at the date of the contract) the *Compendium of Gas Customer Licence Obligations*, the *Gas Marketing Code of Conduct 2022* and the *Australian Standard AS/NZS 10002:2014 Guidelines for complaint management in organizations*;

**“relevant regulations”** means any laws and regulations applying to our sale of gas to you under the contract, including (as at the date of the contract) the *Energy Coordination Act 1994*, the *Energy Coordination (Customer Contracts) Regulations 2004*, and the *Gas Tariffs Regulations*;

**“retail market rules”** is defined in section 11ZOA of the *Energy Coordination Act 1994*;

**“security deposit”** means an amount required by us as security against payment of bills;

**“supply address”** means the address to which gas will be supplied under the contract;

**“unit”** is a measure of the amount of energy in gas, with one unit equalling 3.6 megajoules, which is the same energy as 1 kilowatt-hour or one unit of electricity;

**“we”** and **“us”** means Alinta Sales Pty Ltd (ABN 92 089 531 984) trading as Alinta Energy and includes employees, subcontractors, agents and successors in title;

**“work”** includes installing, operating, maintaining, renewing and/or replacing any network equipment;

**“you”** means the person to whom gas is (or will be) sold under the contract; and

**“your equipment”** means all pipes and equipment used to transport, control or consume gas located after (‘downstream of’) the point where gas leaves the meter at the supply address (except any network equipment).

### **30.2 How we publish things**

Where these terms and conditions say that we will publish something, we will:

- [a] advertise it in The West Australian newspaper (except where it relates solely to the Kalgoorlie-Boulder area, in which case we will advertise it in the Kalgoorlie Miner newspaper);
- [b] place details of it on our website; or
- [c] give you a notice of it.

Where we are required by law to do so, we will also publish something by putting a notice in the Government Gazette.

### 30.3 How we give notice

Unless these terms and conditions say otherwise, notice under the contract does not have to be in writing.

Notice is deemed to be given and received according to the following table:

In the case of...	notice will be deemed to have been given and received...
oral communication in person or by telephone	at time of communication
personal delivery	upon delivery
posting	three [3] business days after posting
facsimile	upon proof of transmission
email	when the sender's computer or other device from which the email was sent records that the email was successfully transmitted

### 30.4 Other rules of interpretation

The rules of interpretation contained in the *Interpretation Act 1984* (WA) apply to the interpretation of these terms and conditions as though the contract were a written law, unless the contrary intention is shown.

### 30.5 Miscellaneous

#### Governing law

The contract is governed and construed in accordance with the laws of Western Australia and the parties submit to the jurisdiction of the courts of Western Australia.

#### Laws, regulations, codes, etc

A reference to a law, regulation, code or standard is a reference to that law, regulation, code or standard as amended or replaced from time to time.

#### No waiver

A failure, delay or partial exercise of a power or right by us is not a waiver of that power or right and does not preclude a further exercise by us of that or any other power or right under the contract.

#### Entire agreement

The contract constitutes the entire understanding between you and us concerning the subject matter of the contract. This clause operates to the extent permitted by law.

## Severability

If any clause of these terms and conditions is found to be invalid or not enforceable, all other clauses will continue to be valid and enforceable.

## 31 Your right to cancel this agreement

If this is an unsolicited consumer agreement, then in addition to your rights described in the agreement:

- [a] You have a right to cancel this agreement at any time:
  - [i] if the agreement was not negotiated by telephone – the period of 10 business days starting at the start of the first business day after the day on which this agreement was made; or
  - [ii] if the agreement was negotiated by telephone – the period of 10 business days starting at the start of the first business day after the day on which you received a copy of this agreement.
- [b] You also have a right to cancel this agreement at any time within 3 months from and including the day after you signed or received this agreement if there has been a breach of sections 73, 74, or 75 of the Australian Consumer Law:
  - [i] Section 73 re permitted hours for negotiating an unsolicited consumer agreement;
  - [ii] Section 74 re disclosing purpose and identity;
  - [iii] Section 75 re ceasing to negotiate on request.
- [c] You also have a right to cancel this agreement at any time within 6 months from and including the day after you signed or received this agreement if there has been a breach of sections 76 or 86 or Subdivision C of Division 2 of Part 3-2 of the Australian Consumer Law:
  - [i] Section 76 re Informing consumer of termination period;
  - [ii] Section 86 re prohibition on supplies for 10 business days;
  - [iii] Part 3-2, Division 2, Subdivision C re requirements for unsolicited consumer agreements, including the requirement to give a copy of the agreement to the consumer.



You may cancel this agreement by telling us over the telephone or in person that you would like to cancel the agreement or by:

- [d] giving us a notice personally; or
- [e] sending us a notice in an envelope addressed to:  
Alinta Energy PO Box 8348  
PERTH BC, WA 6849; or
- [f] sending us an email to:  
**customer.services@alintaenergy.com.au** ; or
- [g] calling us on **13 13 58** and saying that you would like to cancel the agreement.

You may use the notice on the following page of this agreement to let us know you would like to cancel the agreement.

**To cancel your contract within 10 business days complete this notice and send it to us**

**Cancellation notice – Unsolicited consumer agreement (under Section 82, Australian Consumer Law)**

**Right to cancel this agreement within 10 business day cooling-off period**

You have a right to cancel this agreement without any reason within 10 business days from and including the day after you signed or received this agreement.

**Extended right to cancel this agreement**

If we have not complied with the law in relation to unsolicited consumer agreements, you also have a right to cancel this agreement by contacting us, either orally or in writing. Refer to the information attached to this agreement. You may have up to 6 months to cancel this agreement in certain circumstances.

**To cancel this agreement in writing, complete this notice and send it to us.**

Alternatively, write a letter or send an email to us.

**Our details**

**Name:**

Alinta Energy

**Address:**

PO Box 8348 PERTH BC, WA 6849

**Email address:**

**customer.services@alintaenergy.com.au**

Details of goods or services supplied under the agreement:  
Sale of gas to residential or small business customer

**Date of agreement:** .....

**Consumer details**

**Name of consumer:** .....

**Consumer's address:** .....

.....

**I WISH TO CANCEL THIS AGREEMENT**

**Signed by the consumer:** .....

**Date:** .....



Alinta Sales Pty Ltd trading as Alinta Energy  
ABN 92 089 531 984

**A PO Box 8348, PERTH BC, WA 6849**

**T 13 13 58**

**E [customer.services@alintaenergy.com.au](mailto:customer.services@alintaenergy.com.au)**

**[alintaenergy.com.au](http://alintaenergy.com.au)**